

**Resolution No. T-2022-11-020R:
A Resolution Authorizing the Cunningham Township Supervisor to Sign a Memorandum of Understanding with Rodeway Inn, Urbana for Hotel Rooms for Emergency Housing**

WHEREAS, Cunningham Township currently operates 12 units emergency housing for individuals and families to support their transition into permanent housing; and

WHEREAS, Cunningham Township owns 8 units of bricks and mortar housing in downtown Urbana; and

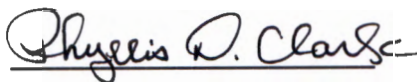
WHEREAS, Cunningham Township seeks to have up to 16 units to accommodate a rise in homeless families through the Winter and Spring; and

WHEREAS, Cunningham Township sought out hotel partners who would adhere to certain fixed costs and provide dedicated units of housing to avoid displacements during event weekends; and

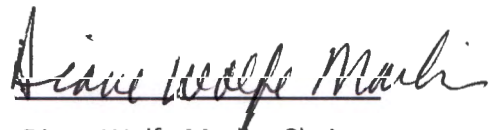
WHEREAS, Rodeway, Inn Urbana has agreed to the provisions of the program;

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham that the Resolution authorizing the Township Supervisor to sign the attached agreement with Rodeway Inn, Urbana and to execute any necessary agreements to administer the program.

Approved this November 14, 2022 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.



Phyllis Clark, Town Clerk



Diane Wolfe Martin, Chair





Cunningham Township

Danielle Chynoweth, Supervisor

205 WEST GREEN ST • URBANA, IL 61801

(217) 384-4144 • FAX: (217) 367-7063

WWW.CUNNINGHAMTOWNSHIP.ORG

MEMORANDUM OF UNDERSTANDING BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE AND RODEWAY INN, URBANA

This Memorandum of Understanding (the “**MOU**”) is entered as of November 15, 2022, by and between Rodeway Inn, Urbana (hereby referred to as “hotel”), with an address of 612 W. Killarney St., Urbana, IL 61801 and The Cunningham Township Supervisor's Office (hereby referred to as CTSO), with an address of 205 W. Green St. Urbana, IL 61801, collectively “the Parties.”

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in the delivery of Housing and Services;

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the structure for providing Housing and Services.
 - a. Beginning in May, 2020, CTSO engaged with local hotels to provide housing and services to individuals and families experiencing homelessness during the COVID-19 pandemic and has continued its Bridge to Home program to the present day. CTSO is a public office serving low-income residents with housing, income and food needs. Bridge to Home participants are residents experiencing homelessness who receive intensive Case Management services from our office to help them transition into permanent housing. Thanks to this public-private partnership, we have been able to provide life saving housing to 67 households with a success rate of over 90% households moving into stable housing.
2. **Roles and Responsibilities of CTSO**
 - a. Reserve 4 dedicated rooms from November 14, 2022 to June 30, 2023, with the ability to extend this date by written assent of both parties.
 - i. The number of dedicated rooms can be increased, contingent on room availability, at any time by written consent of both parties.
 - ii. The number of dedicated rooms may be decreased by CTSO with at least 14 days notice.
 - b. Provide payment on a monthly basis at the rate of \$45 per night per room except the rate of \$100 per night per room shall be charged on the following 4 high volume nights: 4/14/23, 4/15/23, 5/12/23, 5/13/23.
 - c. Provide payment whether the room is occupied or not.
 - d. Pay for damages to a room that a program participant is in up to \$750, based on actual receipts of repairs documented by CTSO and Rodeway staff.

- e. Pay balances with 30 days. In the case of missed payment, pay a 10% late fee after 90 days of the date of receipt of the invoice.
- f. Bring any disputes about billing to the hotel's attention within 30 days of receiving an invoice.
- g. Check a potential program participant's name with the hotel to see if they are banned prior to sending them for hotel check in.
- h. House no more than 4 adults per room or 5 people total if the family includes at least 2 children under the age of 18.
- i. Provide intensive case management services and to physically check-in on their clients and inspect the rooms at least once per week, reporting any damages.
- j. Address concerns directly with the participant, providing warnings and/or program termination.
- k. Inform the hotel if an incoming client has any health issues/limitations that the staff would need to be aware of to ensure the client's safety in the case of an emergency situation.
- l. Notify hotel of any safety or security concerns and work to address these concerns.
- m. In the case of termination of a participant from the program, CTSO shall communicate with the participant and the hotel including the date and time of termination.
- n. Address concerns directly with the participant, providing warnings and/or program termination.

3. Roles and Responsibilities of Rodeway Inn, Urbana

- Hotel reserves the right to prohibit a participant from staying in the hotel if they have in the past or currently pose a safety risk to others.
- Hotel shall notify CTSO, prior to check in, if any visitor CTSO proposes is not allowed to stay at Rodeway.
- Hotel shall notify CTSO of any safety or security concerns and work with CTSO to address these concerns.
- In the case of termination of a participant from the program, hotel will terminate access on the date stipulated by CTSO.
- In the case of damages, allow a CTSO representative to document damages and then send to CTSO an invoice of actual costs (materials and labor) of damages.
- Send invoices to CTSO monthly.

1. **Term.** This Agreement shall commence November 15, 2022 and continues until terminated or May 15, 2027, whichever is sooner.
2. **Supersession.** This MOU supersedes any prior agreements.
3. **Termination.** The MOU may be terminated by Township or Rodeway Inn, Urbana upon a 30 day notice in writing to the other party. The notice shall include the reason for termination.
4. **Amendments.** This Agreement may be amended by written agreement of the parties.

5. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
6. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
8. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
9. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
10. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.
11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
12. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Rodeway Inn, Urbana

Signed: _____

By: _____

Date: _____

Cunningham Township Supervisor's Office

Signed:

By: Danielle Chynoweth, Cunningham Township Supervisor

Date: